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5 **Article 5 - Paid Leaves of Absence**  
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7 **A. Sick Leave**  
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9 Employees who are absent because of personal illness or injury or pregnancy, or for any  
10 other reason set forth in the Oregon Sick Time law, shall receive compensation on  
11 ~~account of sickness~~ during such absence in accordance with the following provisions:  
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13 1. All employees shall be granted ten (10) days sick leave during each school year;  
14 employees who work more than ten months will be credited with one day for each  
15 additional month worked. Such sick leave shall be credited to said employees on the first  
16 school day of the fall semester. In case of employees who begin service after  
17 commencement of the school year, sick leave days shall be credited on the first day of  
18 employment and shall be prorated.  
19

20 2. Sick leave days shall accumulate on an unlimited basis.  
21

22 3. An employee who has accumulated sick leave during employment in another  
23 Oregon school district, and who was so employed during the preceding year, shall, upon  
24 proper verification be allowed to transfer into this District, the number of sick leave days  
25 so accumulated, as allowed by Oregon Statute.  
26

27 4. Verification—a grant of sick leave in excess of five (5) consecutive days may be  
28 verified by a written statement from the employee’s attending physician or practitioner  
29 that injury or illness prevents the individual from work. If the absence is extended over  
30 successive pay periods, these verifications must be submitted regularly each month or  
31 worded in such a way by the physician as to indicate the length of absence. Illness of less  
32 than five (5) days’ duration may require verification if requested by the principal or  
33 Executive Director of Human Resources.  
34

35 5. Cancellation—it is understood that all sick leave benefits are immediately and  
36 automatically canceled upon termination of employment by resignation or discharge by  
37 the District and no payment for unused accumulated sick leave is due.  
38

39 6. In accordance with Revised Statute (ORS) 238.350 and Oregon Administrative  
40 Rule (OAR) 459-011-0500 any Tier One and Tier Two employee retiring with unused  
41 sick leave shall have the monetary value of half of the employee’s accumulated unused  
42 sick leave included in the Final Average Salary (FAS) calculation.  
43

44 **B. Bereavement**

45 Upon request, employees shall be allowed up to three (3) days of absence with pay for a  
46 death in the immediate family (for definition of “immediate family” see section E. of this

1 article). Special consideration may be given by the superintendent in unique situations,  
2 such as foster children and step-relatives. The superintendent may approve additional  
3 days. Such leave shall not accumulate from year to year.  
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5 **C. Court Appearances**

6 Jury Duty: Absence from assigned work for court jury duty will be permitted under the  
7 following conditions:  
8

9 No deduction will be made from the salary of an employee who is called for jury duty, or  
10 is subpoenaed as a witness in a court case in which s/he is not personally involved,  
11 provided the employee provides the District with a copy of the summons or subpoena.  
12

13 The employee on jury duty or who is to appear as a witness in a case in which they are  
14 not personally involved, will make every effort to determine in advance whether or not  
15 they will actually be required for jury service or as a witness on the day(s) scheduled, and  
16 will return to work on days where their jury service or appearance as a witness will allow  
17 them to complete two (2) or more hours of work for the district.  
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19 **D. Emergency Leave**

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21 Employees shall be granted emergency leave with full pay in an amount up to four (4)  
22 ~~three (3)~~ days per school year usable in not less than two (2) hour half day portions, or in  
23 full shift/route increments as appropriate. Twelve (12) month employees shall be granted  
24 up to five (5) ~~four (4)~~ emergency days per fiscal year. Applications shall be submitted to  
25 the building principal or immediate supervisor of the employee. Emergency leave does  
26 not accumulate from year to year. Request for emergency leave should be made at the  
27 earliest possible time prior to the leave. Absences made necessary by emergencies may  
28 be approved if application is made immediately (within three (3) school days upon return  
29 to work). A denial will be reviewed automatically by the superintendent/designee.  
30

31 Leave may be granted for the following reasons:

- 32
- 33 a. Serious illness or serious injury to a party in the employee's immediate  
34 family
  - 35
  - 36 b. Court appearance.
  - 37
  - 38 c. Wedding of employee (~~not to exceed one day~~) or birth or wedding of  
39 members in the immediate family.
  - 40
  - 41 d. Serious household emergencies. Serious household emergencies are those  
42 that by necessity cannot be delayed or cared for outside the regular work  
43 day.
  - 44
  - 45 e. Funerals for close friends.
  - 46

1 f. ~~Emergency closure~~

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3 f. Major family events (child graduating from college; family member  
4 returning from foreign military service.)

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6 g. Religious Observance

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8 Up to an additional three days may be approved by the superintendent for exceptional  
9 circumstances.

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11 **E. Immediate Family**

12 For purposes of this article, immediate family shall include the employee's spouse or  
13 domestic partner (requires a domestic partnership affidavit on file in Human Resources),  
14 father, mother, son, daughter, brother, sister, grandparents, grandchildren, step-parents,  
15 aunts, uncles, nieces, nephews, in-laws and/or persons sharing a close personal  
16 relationship that includes a responsibility for common welfare (for example, but not  
17 limited to step-children or foster relatives).

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19 **F. Family Illnesses**

20 For household family illnesses, where the employee's presence is required, the employee  
21 may choose to use up to four (4) ~~three (3)~~ days of his/her:

- 22  
23 • Emergency leave  
24 • Sick leave  
25 • Vacation leave (if applicable); or  
26 • The day may be taken without pay

27  
28 **G. Cost of Substitute Leave**

29 Each employee is entitled to three shift-days per year for which the cost of the substitute  
30 (step one of the pay scale) is deducted from his/her salary. These days may be used for  
31 personal or professional needs that cannot be taken care of outside the regular work  
32 day. In situations where the district feels it is warranted, additional cost of substitute  
33 days will be considered if such leave does not unduly disrupt the district's educational  
34 program.

35  
36 **H. Worker's Compensation Leave**

37 1. Any employee who has filed a Workers' Compensation claim that includes time loss  
38 may be paid during the (3) day waiting period before insurance carrier payments begin by  
39 opting to use accumulated sick leave or vacation leave, or emergency leave.

40  
41 2. The employee, or the Association on their behalf, needs to notify Human Resources  
42 as to their choice of using sick leave, emergency leave, vacation time or unpaid days to  
43 fulfill the other 30% of wages lost. If no such notification occurs, the District shall use  
44 available days in this order: sick leave, emergency leave, vacation time or unpaid leave.  
45

- a. The employee must turn in a classified leave slip, marking "Worker's Comp" as the reason for absence. The District will deduct one (1) day of sick leave from the employee's accrued sick leave and the employee will continue to be paid at his/her regular rate of pay.
- b. The employee will keep wage loss payments from the insurance carrier, The District will deduct appropriate leave (as per a. above) and the employee will continue to receive their regular rate of pay.
- c. An employee electing unpaid days (as per a. above) shall not have accrued leave deducted from their leave account (in essence receiving only insurance carrier payments for their time loss period).

**I. Military Leave**

In accordance with ORS 408.290, any employee who has been employed by the District for a period of six (6) months or more is entitled to a leave of absence from duties for military duty for a period of time not to exceed fifteen (15) days in any one calendar year without loss of time, pay, or regular leave. An employee shall notify the District of the dates of military leave within ten (10) days after receipt of military call-up orders or if a specific request is made by the employee within ten (10) days following the request.

**J. Workplace Protections for Victims of Domestic Violence, Sexual Assault or Stalking**

In accordance with ORS 659A.290 the Employer agrees to provide reasonable safety accommodations to employees who are victims of domestic violence, sexual assault or stalking (DVSAS).